

0100860028

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

Q. L.
November 20, 1995

RECORDATION NO. **19674-A**

NOV 21 1995 - 1 12 PM

INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of an Amendment No. 1 Security Agreement - Chattel Mortgage, dated as of November 9, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement - Chattel Mortgage duly filed with the Commission under Recordation Number 19674.

The names and addresses of the parties to the enclosed document are:

Debtor: Southern Illinois Railcar Company
One Mark Twain Plaza, Suite 225
Edwardsville, Illinois 62025

Secured Party: Banc One Capital Partners II, Ltd.
90 North High Street
Columbus, Ohio 43215

RECEIVED
NOV 21 1995

NOV 21 1995

A description of the railroad equipment covered by the enclosed document is set forth on Schedule A attached to Amendment No. 1.



Interstate Commerce Commission
Washington, D.C. 20423-0001

Office Of The Secretary

November 21, 1995

Robert W. Alvord

Alvord & Alvord
918 16th St. NW Suite 200
Washington DC 20006-2973

Dear Mr. Alvord:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/21/95 at 1:10PM , and assigned recordation number(s). 19574-A

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19674-A
NOV 21 1995 - 1 12 PM
FEDERAL RESERVE BANK OF CHICAGO

Amendment No. 1

Security Agreement - Chattel Mortgage

This is AMENDMENT NO. 1 dated as of November 9, 1995 ("Amendment") to the SECURITY AGREEMENT - CHATTEL MORTGAGE dated as of October 6, 1995 ("Security Agreement") between **Southern Illinois Railcar Company**, an Illinois corporation (the "Debtor"), and **Banc One Capital Partners II, Ltd.**, an Ohio limited liability company (the "Lender")

RECITALS

On October 6, 1995, the Lender made a loan to the Debtor in the aggregate principal amount of \$2,170,000 evidenced by a Bridge Demand Promissory Note executed by the Debtor in favor of the Lender or its assigns. As of the date thereof, the Lender has made an additional loan to the Debtor in the aggregate amount of \$2,830,000 evidenced by a Bridge Demand Promissory Note executed by the Debtor in favor of the Lender or its assigns.

STATEMENT OF AMENDMENT

Effective as of the date of this Agreement, the Debtor and the lender hereby amend the Security Agreement as follows:

§1. Definition - Note. As used in the Security Agreement, the term "Note" shall mean, collectively, the \$2,170,000 principal amount Bridge Demand Promissory Note dated October 6, 1995, and the \$2,830,000 principal amount Bridge Demand Promissory Note dated as of November 9, 1995 both made payable by the Debtor to the Lender and its assigns.

§2. Definition - Secured Loan. As used in the Security Agreement, the term "Secured Loan" shall mean the \$5,000,000 aggregate principal amount obligations evidenced by the Note.

§3. Definitions - Obligations. As used in the Security Agreement the term "Obligations" shall mean the obligation to pay the principal of and interest on the Note in accordance with its tenor and effect.

§4. Collateral. Schedule A to the Security Agreement is amended by adding to Schedule A those railroad covered hopper cars which are more fully described in Schedule A

hereto.

This Amendment was duly executed and delivered as of the date first written above.

SOUTHERN ILLINOIS RAIL CAR COMPANY

By: [Signature]

Title: President

BANC ONE CAPITAL PARTNERS II, LTD.

BY: Banc One Capital Partners II Corporation,
its General Partner

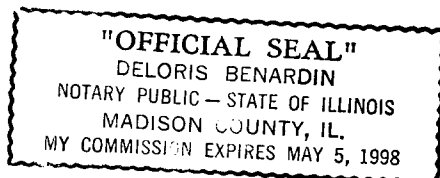
By: [Signature]
James H. Wolfe, Authorized Signer

NOTARY ACKNOWLEDGMENTS

STATE OF ILLINOIS)
COUNTY OF Madison)

SS:

On this 9th day of November, 1995, before me, personally appeared Dred A. Parsons to me personally known, who being by me duly sworn, says that he resides at Greenack Swain Plaza and is President of Southern Illinois Railcar Company, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Deloris Benardin
Notary Public

NOTARY ACKNOWLEDGMENT

STATE OF OHIO

)

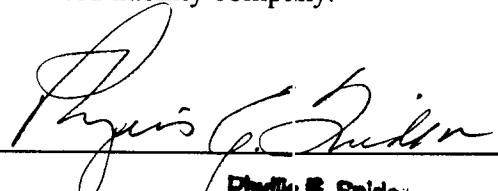
)

ss:

COUNTY OF FRANKLIN

)

On this 16th day of November, 1995, before me personally appeared James H. Wolfe, to me personally known, who being by me duly sworn, says that he is the authorized signer of Banc One Capital Holdings Corporation, which is the managing member of Banc One Capital Partners II, Ltd., that said instrument was signed and sealed on behalf of said limited liability company by authority of its managing member, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.



Phyllis E. Snider
Notary Public, State of Ohio
My Commission Expires Dec. 12, 1996

**Banc One Capital
Corporation**
Post Box 18277
90 North High Street
Columbus Ohio 43218



October 31, 1995

VIA FACSIMILE

Southern Illinois Railcar Company
One Mark Twain Plaza, Suite 225
Edwardsville, Illinois 62025

Attention: Gary Goodman, Chief Financial Officer

Re: Bridge Demand Promissory Note dated October 6, 1995

Dear Mr. Goodman:

Reference is made to the Bridge Demand Promissory Note dated October 6, 1995, made payable by Southern Illinois Railcar Company to Banc One Capital Partners II, Ltd. ("Note").

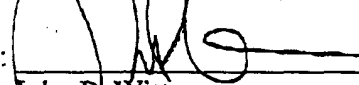
This letter will confirm our agreement that the Note is hereby amended to provide that (i) the date after which the principal amount of the note is payable upon demand, (ii) the date after which the rate at which interest accrues on the unpaid principal amount increases from 13.5% to 25%, and (iii) the date upon which interest shall first be due and payable are all extended from October 31, 1995, to November 30, 1995.

Please acknowledge your agreement to the foregoing amendments to the Note by executing the enclosed copy of this letter and returning it to Banc One Capital Partners II, Ltd.

Respectfully submitted.

BANC ONE CAPITAL PARTNERS II, LTD.

By:  BOCF Holdings Corp., Manager

By: 
John P. Witten,
Authorized Signer

ACKNOWLEDGED AND AGREED:

By: Southern Illinois Railcar Company

By: 

EXHIBIT A

5250 C.F. ROUND HATCH-OFFSET COVERED HOPPER CARS-
SERIES NW 171500 - 171699

BILLING INSTRUCTION ON 88 CARS TO:
FREIGHT CAR SERVERS
DANVILLE IL
NS-DANVILLE, CSX DELIVERY

NW 171500	NW 171563	NW 171627
NW 171501	NW 171565	NW 171628
NW 171502	NW 171567	NW 171629
NW 171503	NW 171568	NW 171634
NW 171504	NW 171569	NW 171635
NW 171505	NW 171570	NW 171636
NW 171507	NW 171572	
NW 171508	NW 171574	
NW 171509	NW 171575	
NW 171510	NW 171577	
NW 171511	NW 171579	
NW 171512	NW 171581	
NW 171513	NW 171582	
NW 171515	NW 171584	
NW 171516	NW 171585	
NW 171518	NW 171586	
NW 171519	NW 171587	
NW 171520	NW 171590	
NW 171521	NW 171591	
NW 171522	NW 171593	
NW 171524	NW 171594	
NW 171527	NW 171595	
NW 171528	NW 171596	
NW 171529	NW 171599	
NW 171530	NW 171600	
NW 171532	NW 171603	
NW 171533	NW 171606	
NW 171534	NW 171607	
NW 171536	NW 171609	
NW 171537	NW 171610	
NW 171538	NW 171615	
NW 171539	NW 171616	
NW 171540	NW 171618	
NW 171541	NW 171619	
NW 171547	NW 171620	
NW 171549	NW 171621	
NW 171550	NW 171622	
NW 171551	NW 171623	
NW 171553	NW 171624	
NW 171555	NW 171626	
NW 171556		
NW 171562		

5250 C.F. ROUND HATCH-OFFSET COVERED HOPPER CARS-
SERIES NW 171500 - 171699

BILLING INSTRUCTIONS ON 39 CARS TO:

METRO EAST IND.
ALORTON, IL
MS-EAST ST. LOUIS, ALS DELIVERY

NW 171638
NW 171639
NW 171641
NW 171642
NW 171643
NW 171646
NW 171647
NW 171648
NW 171651
NW 171653
NW 171654
NW 171655
NW 171658
NW 171659
NW 171660
NW 171662
NW 171665
NW 171666
NW 171667
NW 171668
NW 171670
NW 171671
NW 171672
NW 171673
NW 171674
NW 171677
NW 171679
NW 171681
NW 171682
NW 171684
NW 171685
NW 171686
NW 171687
NW 171689
NW 171691
NW 171693
NW 171694
NW 171695
NW 171697

5200 C.F. ROUND HATCH-OFFSET COVERED HOPPER CARS-
SERIES NW 71700 - 71750

BILLING INSTRUCTIONS ON 41 CARS TO:
THE ANDERSONS \ HUGO YARD
FORT WAYNE, IN
NS-DELIVERY

NW 71700	NW 172976
NW 71701	NW 172977
NW 71706	NW 172979
NW 71708	NW 172981
NW 71709	NW 172986
NW 71712	NW 172987
NW 71714	NW 172993
NW 71715	NW 172996
NW 71717	NW 172998
NW 71719	NW 172999
NW 71720	
NW 71722	
NW 71723	
NW 71724	
NW 71725	
NW 71726	
NW 71727	
NW 71729	
NW 71730	
NW 71732	
NW 71735	
NW 71736	
NW 71737	
NW 71738	
NW 71743	
NW 71744	
NW 71745	
NW 71746	
NW 71747	
NW 71748	
NW 71749	

5200 C.F. TROUGH HATCH COVERED HOPPER CARS-
SERIES NW 172000 - 172799

BILLING INSTRUCTIONS ON 15 CARS TO:

BUNGE
DECATUR, AL
NS-DECATUR, CSX DELIVERY

NW 172231
NW 172372
NW 172451
NW 172769
NW 172771
NW 172772
NW 172779
NW 172787
NW 172790
NW 172791
NW 172793
NW 172794
NW 172795
NW 172796
NW 172799

5200 C.F. ROUND HATCH-OFFSET COVERED HOPPER CARS-
SERIES NW 172000 - 172999

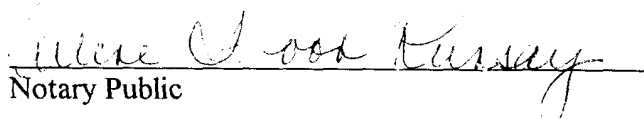
BILLING INSTRUCTIONS ON 65 CARS TO:

THE ANDERSONS
MAUMEE, OH
NS-DELIVERY

NW 172785	
NW 172806	NW 172899
NW 172808	NW 172902
NW 172810	NW 172907
NW 172815	NW 172909
NW 172816	NW 172910
NW 172819	NW 172912
NW 172820	NW 172916
NW 172821	NW 172922
NW 172822	NW 172924
NW 172825	NW 172926
NW 172827	NW 172929
NW 172831	NW 172930
NW 172833	NW 172939
NW 172834	NW 172942
NW 172836	NW 172949
NW 172837	NW 172955
NW 172840	NW 172958
NW 172843	NW 172962
NW 172844	NW 172965
NW 172845	NW 172966
NW 172849	NW 172967
NW 172850	NW 172971
NW 172853	NW 172972
NW 172858	NW 172974
NW 172859	
NW 172860	
NW 172861	
NW 172866	
NW 172868	
NW 172869	
NW 172870	
NW 172873	
NW 172876	
NW 172877	
NW 172885	
NW 172886	
NW 172887	
NW 172888	
NW 172895	
NW 172897	

CERTIFICATION

I hereby certify that the attached photostat copy of the Amendment No. 1 Security Agreement - Chattel Mortgage is a true and complete copy of the original Amendment No. 1 Security Agreement - Chattel Mortgage.


Notary Public

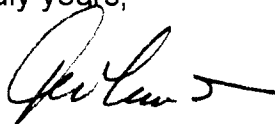
ARLENE E. von KUNSAV,
Attorney At Law
Notary Public - State Of Ohio
My commission has no expiration date
Ohio Revised Code 147.03

Mr. Vernon A. Williams
November 20, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. W. Alvord", followed by a horizontal flourish.

Robert W. Alvord

RWA/bg
Enclosures